personally bound. *Delbers v. Del. & H. C. Co.*, 4 Wend. 285. But an agent is not personally liable on a note made by him to one who took it with knowledge of intention to act as agent. *Bradley v. McKee*, 5 Cranch C. C. 298. Nor will he be personally bound if contrary intention appears on the face of the instrument. *Haskins v. Edwards*, 1 Iowa, 246. But the attorney has a remedy over against the principal, if he has acted in good faith. *Clark v. Randall*, 9 Wis. 135.

CONTRACTS—EXCLUSIVE CONTRACT FOR PERSONAL SERVICES—INJUNCTION.—TAYLOR IRON & STEEL CO. V. NICHOLS ET AL., 61 ATL. 946 (N. J. EQ.).—*Held*, that where a contract contains an agreement that one shall devote his entire time to the service of another it does not imply a covenant not to serve a third party during the period covered by the contract.

Even if employees quit under circumstances showing bad faith equity will not force them to remain in service against their will. *Arthur v. Oakes*, 63 Fed. 310. Employees cannot, while in service, perform some duties and refuse to perform other necessary duties. *So. Cal. Ry. v. Rutherford*, 62 Fed. 796. The mere fact of an employee's knowledge of the business will not justify an injunction against violation of his contract. *Rogers Mfg. Co. v. Rogers*, 58 Conn. 356. To justify the injunction there must be an express covenant *not* to enter the employ of another and also proof of special skill or expertness. *Burney v. Ryle*, 91 Ga. 701. Under an exclusive contract for services when the pecuniary injury would be incapable of proof an injunction would be granted even in the absence of the negative clause. *Col. Club v. Reilly*, 11 Ohio Dec. 272. But even under such circumstances the injury must be irreparable. *Sternberg v. O'Brien*, 48 N. J. Eq. 370. And not remediable at law. *Hair Co. v. Huckins*, 56 Fed. 366. Where performance for another would violate contract negative clause would be implied. *Duff v. Russell*, 133 N. Y. 678. In *Hamblin v. Dunneford*, 2 Edw. Ch. 529, an injunction was refused, although there was an express covenant not to perform and the breach was acknowledged.

CONTRACTS—PUBLIC POLICY—LABOR UNIONS.—JACOBS V. COHEN, 34 N. Y. LAW JOUR. 58.—*Held*, that a tripartite agreement, made by an employer with a labor union and with his employees, who were members of the union, in which he contracted not to engage any person, who was not a member of the union and in good standing, and to discharge any person who should fail to keep up his standing in the union, is not an agreement in violation of any public policy.

Both opinions in this case spend much time in comparing it with *Curran v. Gallen*, 152 N. Y. 33. That case is, however, easily distinguishable. In *Curran v. Gallen*, *supra*, the purpose of the agreement was to coerce those who were not parties to it. In this case the employers were parties to the contract. This distinction is made clear in *Stevedore's Ass'n v. Walsh*, 2 Daly (N. Y.) 1. But see *dicta* in *People v. Fisher*, 14 Wend. 9. This distinction is by no means uncommon. *Case of the Journeymen Cordwainers of the City of New York*, 1810; (*People v. Treguler*,) 1 Wheelers Crim. Cases, 142; *Com. v. Hunt*, 4 Metc. 111. It is recognized by statute in England, 5 Geo. IV., c. 95, secs. II and III. Agreements between employees or between employers for their common benefit are valid, provided no unlawful means are used to carry out their ends. *Collins v. Locke*, 4 App. Cas. 674; *Slate v. Stewart*, 59 Vt. 273; *Snow v. Wheeler*, 113 Mass. 179. It has been held,

however, that labor is a commodity and that association agreements which stifle competition between the members of an association are void. *Moore v. Bennett*, 140 Ill. 69.

CORPORATIONS—NOTES—PERSONAL LIABILITY OF OFFICERS.—AUNGST v. CREQUE, 74 N. E., 1073 (OHIO.).—*Held*, that a promissory note which reads "thirty days after date we promise to pay," etc., and signed "The Akron White Sand and Stone Co., H. K. Mihills, Sec'y and Treas,, D. B. Aungst, Pres.," is, on its face, the note of the company alone and is not the note of H. K. Mihills and D. B. Aungst, and the latter are not personally bound thereon.

Although the above decision is in harmony with the law in some jurisdictions, there is a great conflict between the various states and no definite rule can be laid down in this country as to how a note, signed as in the present case, will be construed. Thus where a note is made out "we promise to pay," etc., and signed "A B Company, C D Pres.," some states hold that parole testimony is inadmissible and the company is alone liable. *Liebscher v. Kraus*, 71 Wis. 387. On the same set of facts other states hold that parole testimony is inadmissible but that the agent is personally liable. *Mathews v. Dubuque Mattress Co.*, 87 Iowa, 246. While still other states admit parole testimony to remove the ambiguity. *Case Mfg. Co. v. Saxman*, 138 U. S. 431; *Bean v. Mining Co.*, 66 Cal. 451. The same confusion of decisions exist when the name of the company appears in the margin of the instrument and it is signed by "A. B. Pres." Compare *Carpenter v. Farnsworth*, 106 Mass. 561; *National Bank v. Clark*, 139 N. Y. 307; and *Franklin v. Johnson*, 147 Ill. 520.

CRIMINAL LAW—SELF DEFENSE—DUTY TO RETREAT.—STATE v. GARDNER, 971 N. W. (MINN.). 971.—In a trial of homicide, in which there is an attempted justification by self defense, *held*, that it is reversible error to charge that such justification can not be made out unless accused in good faith endeavored to escape.

The application of the doctrine "retreat to the wall," as stated in Coke (*3 Inst. 55*), has been undergoing a change in this country in recent years and in some of the jurisdictions has been positively relaxed. *State v. Matthews*, 148 Mo. 185; *Runyan v. State*, 57 Ind. 80. The Supreme Court, in recent cases, *Beard v. United States*, 158 U. S. 550, and *Rowe v. U. S.*, 164 U. S. 546, has approved of the modifications of the old common law doctrine and held that a person "was not obliged to retreat" under the circumstances. The reason for this change appears to be the general introduction of firearms, and the recognition by courts that self-defense should not be distorted by an unreasonable requirement of the duty to retreat, into self-destruction. *Duncan v. State*, 49 Ark. 543.

EVIDENCE—LEASES—COLLATERAL AGREEMENTS.—GREENE v. KERR, 95 N. Y. SUPP. 569.—*Held*, that an oral agreement to repair during the term as distinguished from repairs to be made before the tenancy commenced is not collateral to the written lease and is inadmissable in an action for rent.

The language of this ruling cannot be reconciled with the case of *Morgan v. Griffith*, L. R., 6 Exch. 70. Both decisions are, however, consistent with the undisputed rule that oral conditions, precedent to the obligation of a written contract, may be shown, and, with its corollary, that a condition subsequent must be contained in the writing to be enforceable. *Pym v. Campbell*, 6 E. & B. 370; *Davis v. Jones*, 17 C. B. 625. Apparent inconsistencies